

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM802460

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harborcenter Operating, LLC		06/30/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harborcenter Development, LLC		
<b>Street Address:</b>	75 Main Street		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5573599	IMPACT SPORTS PERFORMANCE	
<b>Registration Number:</b>	5508620	WE ARE THAT NEXT LEVEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7168443709		
<b>Email:</b>	akaczmarek@hselaw.com		
<b>Correspondent Name:</b>	Alexander C. Kaczmarek		
<b>Address Line 1:</b>	50 Fountain Plaza		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14202		
<b>NAME OF SUBMITTER:</b>	Alexander C. Kaczmarek		
<b>SIGNATURE:</b>	/ack/		
<b>DATE SIGNED:</b>	04/12/2023		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (this “Assignment”), is made effective as of June 30, 2022, by **Harborcenter Operating, LLC**, a Delaware limited liability company having an address at 75 Main Street, Buffalo, New York 14202 (“Assignor”), to **Harborcenter Development, LLC**, a Delaware limited liability company having an address at 75 Main Street, Buffalo, New York 14202 (“Assignee”) (each a “Party” and collectively the “Parties”).

**WHEREAS**, Assignor desires to transfer and assign to Assignee all of Assignor’s right, title and interest in and to the following: (i) all of Assignor’s trademarks, service marks, trade marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each listed on Exhibit A attached hereto and incorporated herein, (ii) licenses, fees or royalties with respect to each listed on Exhibit A, the use thereof and symbolized thereby, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A (collectively, the “Trademark Rights”).

**WHEREAS**, Assignee has requested that Assignor execute an assignment suitable for recording that Assignee is the successor-in interest of the entire right, title and interest in and to the Trademark Rights and that Assignor has no further interest therein;

**WHEREAS**, Assignee desires to acquire the entire right, title and interest in and to the Trademark Rights;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignor hereby assigns and transfers to Assignee, all of Assignor’s right, title, and interest in the Trademark Rights and associated goodwill. All rights and privileges associated with the Trademark Rights, including the right to sue for and recover all damages from any past or future infringements or other violations of the Trademark Rights, will be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

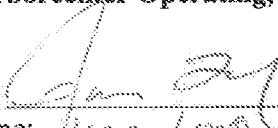
2. The Parties hereto agree that, at any time and from time to time upon the written request of the other Party, each Party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other Party in order to effect the purposes of this Assignment.

3. This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties authorize one another to detach and combine original signature pages and consolidate them into a single identical original, and any one of such completely executed counterparts will be sufficient proof of this Assignment. Any photographic, photocopy, or similar reproduction copy of this Assignment, or any PDF file of this Assignment, or any copy of this Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were a manually-executed counterpart of this Assignment.

4. The internal laws of the State of New York (without reference to its rules as to conflict of laws) will govern the interpretation and enforcement of this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks effective on the date first written above.

**Harborcenter Operating, LLC**

By:   
Name: Jason Long  
Title: GM

**ACKNOWLEDGED:**

**Harborcenter Development, LLC**

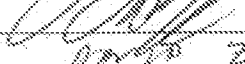
By:   
Name: David Zikas  
Title: V.P. LEGAL AFFAIRS

EXHIBIT A

Serial Number	Reg. Number	Word Mark
87686987	5573599	IMPACT SPORTS PERFORMANCE
87735459	5508620	WE ARE THAT NEXT LEVEL